

B 2100A (Form 2100A) (12/15)

# UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.,

Case No. 08-13555 (SCC)

## PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

### Name of Transferee

**DEUTSCHE BANK AG, LONDON BRANCH**

Name and Address where notices to transferee should be sent:

c/o Deutsche Bank Securities Inc.  
60 Wall Street  
New York, NY 10005  
Attn : Rich Vichaidith  
Email : richard.vichaidith@db.com

Name and Address where transferee payments should be sent (if different from above):

### Name of Transferor

**JAVANO MANAGEMENT, L.L.C.**

Court Claim # (if known):

As set forth in Schedule 1 to the Agreement and Evidence of Transfer of Claim attached hereto

Transferred Claim Amount:

As set forth in Schedule 1 to the Agreement and Evidence of Transfer of Claim attached hereto

Date Claim Filed:

Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferee's Agent

By:   
Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **JAVANO MANAGEMENT, L.L.C.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **DEUTSCHE BANK AG, LONDON BRANCH** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 hereto, in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 hereto filed by Seller or Seller's predecessors-in-title (as applicable) (collectively, the "Proofs of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc. (the "Debtor"), as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion paid on or after February 16, 2018 (the "Trade Date"), whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims") paid on or after the Trade Date, and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 hereto. Except to the extent set forth herein, Purchaser does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claims, Purchased Securities or the Proceedings. For the avoidance of doubt, Seller shall retain all distributions paid with respect to the Transferred Claims and Purchased Security prior to the Trade Date.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim include the Purchased Portion specified in Schedule 1 hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors holding claims of the same class and type; (g) (x) on or around the dates set forth in Schedule 2, Seller received the distributions in the amounts set forth in Schedule 2 made by the Debtor relating to the Transferred Claims, and (y) on or around the dates set forth in Schedule 3, Seller received the distributions in the amounts set forth in Schedule 3 made by Lehman Brothers Treasury Co. B.V. ("LBT") with respect to the Purchased Securities relating to the Purchased Portion; (h) other than the distributions set out herein, Seller has not received any distributions in respect of the Transferred Claims and/or Purchased Securities; and (i) Section 2(i) of the Agreement and Evidence of Transfer of Claim that was filed with the Court on May 6, 2013 under docket number 37186 sets forth that \$608,568 was received as a distribution on or about October 1, 2012; such distribution represents the 1<sup>st</sup> LBHI distribution and 2<sup>nd</sup> LBHI distribution, collectively.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on or after the trade date of February 16, 2018, in respect of the Transferred Claims and Purchased Securities to Purchaser (including, for the avoidance of doubt, the distribution made by Debtor on or around April 5, 2018 and the distributions made by LBT on or around May 2, 2018). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Securities.

6. To the extent that Buyer enforces any remedy against Seller under this Agreement and receives payment or another remedy from Seller in respect of such remedy, the Seller and the Buyer agree that, to the extent permitted by law, without the need for further action on the part of either party, Seller shall be subrogated to the rights of Buyer against any other entity, including Seller's predecessors-in-title, with respect to such remedy to the extent that Buyer receives such payment or other remedy from Seller.

7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 2nd day of August, 2018.

**JAVANO MANAGEMENT, L.L.C.**

By:   
Name: Scott Esbin  
Title: Authorized Signatory

c/o Esbin & Alter, LLP  
497 South Main Street  
New City, New York 10956

**DEUTSCHE BANK AG, LONDON BRANCH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

c/o Deutsche Bank Securities Inc.  
60 Wall Street, 3<sup>rd</sup> Floor  
New York, NY 10005  
Attn: Rich Vichaidith  
Email: Richard.vichaidith@db.com

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By: \_\_\_\_\_  
Name: Scott Esbin  
Title: Authorized Signatory

c/o Esbin & Alter, LLP  
497 South Main Street  
New City, New York 10956

**DEUTSCHE BANK AG, LONDON BRANCH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

c/o Deutsche Bank Securities Inc.  
60 Wall Street, 3<sup>rd</sup> Floor  
New York, NY 10005  
Attn: Rich Vichaidith  
Email: Richard.vichaidith@db.com

Schedule 1

Transferred Claims

Purchased Portion

As set forth below

Proof of Claim	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of the Purchased Security	Purchased Portion of Allowed Claim Amount
55788.02	XS0245046544	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.86
55789.02	XS0245046544			EUR 4,892,000.00	USD 6,942,265.43
55790.02	XS0245046544			EUR 5,108,000.00	USD 7,248,792.28
63604.17	XS0245046544			EUR 250,000.00	USD 354,776.44
63604.18	XS0245046544			EUR 500,000.00	USD 709,552.89
63604.19	XS0245046544			EUR 100,000.00	USD 141,910.58
63604.08	XS0245046544			EUR 150,000.00	USD 212,865.86
62813.1	XS0254946287			EUR 4,505,000.00	USD 7,051,053.73
62814.1	XS0254946287			EUR 4,162,000.00	USD 6,514,203.25
62815.1	XS0254946287			EUR 30,285,000.00	USD 47,400,923.90
62818.1	XS0254946287			EUR 2,297,000.00	USD 3,595,176.56
62819.12	XS0254946287			EUR 250,000.00	USD 391,290.44
62820.05	XS0254946287			EUR 500,000.00	USD 782,580.88
62821.08	XS0254946287			EUR 1,001,000.00	USD 1,566,726.92
35433	XS0281184498			HKD 10,000,000.00	USD 1,283,031.64
35433	XS0287989031			HKD 14,250,000.00	USD 1,829,115.44
35433	XS0287990047			USD 2,027,000.00	USD 2,028,578.67
59545	XS0294695043			USD 2,350,000.00	USD 1,550,000.00
35433	XS0301889779			HKD 38,370,000.00	USD 4,926,899.23
59573	XS0360205479			USD 5,300,000.00	USD 4,941,471.56
562783.81	XS0379485864			USD 5,000,000.00	USD 5,066,944.44
562783.82	XS0384072103			USD 5,000,000.00	USD 5,027,750.00

Schedule 2

**LBHI Distributions**

Schedule 1

ISIN	Claim Number	Claim Amount	10/1/2015	3/31/2016	6/16/2016	10/6/2016	4/6/2017	10/5/2017	12/7/2017	4/5/2018
XS0245046544	63604.08	USD 212,865.86	USD 3,294.44	USD 914.21	USD 1,361.38	USD 2,393.44	USD 1,822.91	USD 1,166.18	USD 1,659.58	USD 669.77
XS0245046544	63604.17	USD 354,776.44	USD 5,490.73	USD 1,523.69	USD 2,268.97	USD 3,989.07	USD 3,038.19	USD 1,943.63	USD 2,765.97	USD 1,116.28
XS0245046544	63604.18	USD 709,552.89	USD 10,981.47	USD 3,047.38	USD 4,537.95	USD 7,978.15	USD 6,076.39	USD 3,887.27	USD 5,531.95	USD 2,232.57
XS0245046544	63604.19	USD 141,910.58	USD 2,196.29	USD 609.47	USD 907.59	USD 1,595.63	USD 1,215.27	USD 777.45	USD 1,106.39	USD 446.51

ISIN	Claim Number	Claim Amount	4/2/2015	10/1/2015	3/31/2016	6/16/2016	10/6/2016	4/6/2017	10/5/2017	12/7/2017	4/5/2018
XS0245046544	55788.02	USD 7,095,528.86	USD 143,978.00	USD 109,814.73	USD 30,473.80	USD 45,379.45	USD 79,781.55	USD 60,763.90	USD 38,872.78	USD 55,319.51	USD 22,325.72
XS0245046544	55789.02	USD 6,942,265.43	USD 140,868.07	USD 107,442.73	USD 29,815.57	USD 44,399.26	USD 78,058.27	USD 59,451.40	USD 38,033.13	USD 54,124.60	USD 21,843.49
XS0245046544	55790.02	USD 7,248,792.28	USD 147,087.92	USD 112,186.73	USD 31,132.04	USD 46,359.65	USD 81,504.84	USD 62,076.40	USD 39,712.43	USD 56,514.41	USD 22,807.96
XS0254946287	62813.1	USD 7,051,053.73	USD 143,075.54	USD 109,126.40	USD 30,282.79	USD 45,095.01	USD 79,281.48	USD 60,383.03	USD 38,629.12	USD 54,972.76	USD 22,185.78
XS0254946287	62814.1	USD 6,514,203.25	USD 132,182.10	USD 100,817.78	USD 27,977.13	USD 41,661.59	USD 73,245.18	USD 55,785.61	USD 35,687.99	USD 50,787.26	USD 20,496.61
XS0254946287	62815.1	USD 47,400,923.90	USD 961,829.68	USD 733,605.61	USD 203,577.01	USD 303,152.61	USD 532,972.19	USD 405,926.81	USD 259,685.48	USD 369,556.08	USD 149,144.63
XS0254946287	62818.1	USD 3,595,176.56	USD 72,951.05	USD 55,641.14	USD 15,440.52	USD 22,992.95	USD 40,423.87	USD 30,787.97	USD 19,696.13	USD 28,029.39	USD 11,312.04
XS0254946287	62819.12	USD 391,290.44	USD 7,939.81	USD 6,055.84	USD 1,680.51	USD 2,502.50	USD 4,399.63	USD 3,350.89	USD 2,143.68	USD 3,050.65	USD 1,231.17
XS0254946287	62820.05	USD 782,580.88	USD 15,879.63	USD 12,111.69	USD 3,361.02	USD 5,005.00	USD 8,799.27	USD 6,701.78	USD 4,287.36	USD 6,101.30	USD 2,462.35
XS0254946287	62821.08	USD 1,566,726.92	USD 31,791.03	USD 24,247.62	USD 6,728.76	USD 10,020.00	USD 17,616.15	USD 13,416.96	USD 8,583.29	USD 12,214.81	USD 4,929.62

ISIN	Claim Number	Claim Amount	10/3/2013	4/3/2014	10/2/2014	4/2/2015	10/1/2015	3/31/2016	6/16/2016	10/6/2016	4/6/2017	10/5/2017	12/7/2017	4/5/2018
XS0281184498	35433	USD 1,283,031.64	USD 46,796.23	USD 50,831.60	USD 38,149.08	USD 26,034.46	USD 19,856.98	USD 5,510.35	USD 8,205.63	USD 14,426.30	USD 10,987.48	USD 7,029.07	USD 10,003.01	USD 4,036.99
XS0287989031	35433	USD 1,829,115.44	USD 66,713.64	USD 72,466.55	USD 54,386.09	USD 37,115.25	USD 28,308.50	USD 7,855.66	USD 11,698.11	USD 20,566.42	USD 15,663.97	USD 10,020.79	USD 14,260.49	USD 5,755.22
XS0287990047	35433	USD 2,028,578.67	USD 73,988.69	USD 80,368.96	USD 60,316.84	USD 41,162.64	USD 31,395.52	USD 8,712.31	USD 12,973.77	USD 22,809.17	USD 17,372.11	USD 11,113.54	USD 15,815.59	USD 6,382.82
XS0294695043	59545	USD 2,350,000.00	USD 85,711.95	USD 93,103.15	USD 69,873.84	USD 47,684.72	USD 36,370.03	USD 10,092.76	USD 15,029.43	USD 26,423.21	USD 20,124.67	USD 12,874.45	USD 18,321.51	USD 7,394.15
XS0301889779	35433	USD 4,926,899.23	USD 179,699.63	USD 195,195.66	USD 146,494.20	USD 99,973.53	USD 76,251.69	USD 21,159.99	USD 31,509.98	USD 55,397.66	USD 42,192.43	USD 26,991.96	USD 38,412.02	USD 15,502.24
XS0360205479	59573	USD 4,941,471.56	USD 180,231.13	USD 195,772.99	USD 146,927.49	USD 100,269.22	USD 76,477.22	USD 21,222.58	USD 31,603.18	USD 55,561.51	USD 42,317.23	USD 27,071.80	USD 38,525.63	USD 15,548.09
XS0379485864	562783.81	USD 5,066,944.44	USD 184,807.53	USD 200,744.02	USD 150,658.24	USD 102,815.24	USD 78,419.12	USD 21,761.46	USD 32,405.64	USD 56,972.31	USD 43,391.74	USD 27,759.20	USD 39,503.87	USD 15,942.88
XS0384072103	562783.82	USD 5,027,750.00	USD 183,377.98	USD 199,191.20	USD 149,492.85	USD 102,019.93	USD 77,812.52	USD 21,593.13	USD 32,154.98	USD 56,531.61	USD 43,056.09	USD 27,544.47	USD 39,198.29	USD 15,819.56



Schedule 3

**LBT DISTRIBUTIONS**

*[See attached spreadsheet]*

ISIN	Notional Amount	5/8/2013	10/24/2013	4/28/2014	10/28/2014	4/27/2015	10/29/2015	4/28/2016	7/14/2016	11/29/2016	5/4/2017	10/23/2017	1/16/2018	5/2/2018
XS0254946287	EUR 43,000,000.00	EUR 6,970,100.76	EUR 2,730,604.51	EUR 2,934,857.51	EUR 2,426,430.90	EUR 1,943,929.03	EUR 1,414,394.21	EUR 395,899.86	EUR 592,865.66	EUR 1,090,745.19	EUR 805,058.52	EUR 475,494.45	EUR 668,427.91	EUR 252,250.30
XS0245046544	EUR 16,000,000.00	EUR 1,936,051.33	EUR 758,466.87	EUR 815,201.24	EUR 673,978.03	EUR 539,955.81	EUR 392,869.47	EUR 109,967.20	EUR 164,677.44	EUR 302,971.04	EUR 223,617.23	EUR 132,075.80	EUR 185,666.00	EUR 70,066.35
XS0281184498	HKD 10,000,000.00	HKD 1,245,464.19	HKD 506,385.47	HKD 548,220.97	HKD 420,157.54	HKD 282,625.06	HKD 217,372.00	HKD 60,783.33	HKD 88,944.85	HKD 156,941.35	HKD 119,514.47	HKD 76,733.57	HKD 109,351.30	HKD 42,223.86
XS0287989031	HKD 14,250,000.00	HKD 1,575,290.08	HKD 640,487.31	HKD 693,401.75	HKD 531,424.35	HKD 357,470.29	HKD 274,936.81	HKD 76,880.07	HKD 112,499.38	HKD 198,502.82	HKD 151,164.49	HKD 97,054.28	HKD 138,309.90	HKD 53,405.65
XS0301889779	HKD 38,370,000.00	HKD 4,495,254.74	HKD 1,827,697.42	HKD 1,978,694.31	HKD 1,516,474.87	HKD 1,020,078.81	HKD 784,560.91	HKD 219,385.32	HKD 321,028.71	HKD 566,448.52	HKD 431,363.66	HKD 276,954.52	HKD 394,681.73	HKD 152,398.59
XS0379485864	USD 5,000,000.00	USD 637,680.60	USD 259,509.64	USD 280,978.27	USD 215,195.13	USD 144,897.94	USD 111,443.61	USD 31,136.26	USD 45,549.07	USD 80,402.00	USD 61,038.71	USD 39,052.52	USD 55,552.19	USD 21,380.82
XS0384072103	USD 5,000,000.00	USD 611,240.30	USD 248,749.53	USD 269,328.00	USD 206,272.45	USD 138,890.01	USD 106,822.79	USD 29,845.25	USD 43,660.46	USD 77,068.27	USD 58,507.85	USD 37,433.27	USD 53,248.82	USD 20,494.30
XS0287990047	USD 2,027,000.00	USD 224,697.36	USD 91,442.53	USD 99,007.36	USD 75,827.58	USD 51,057.20	USD 39,269.01	USD 10,971.38	USD 16,049.97	USD 28,330.98	USD 21,508.01	USD 13,760.80	USD 19,574.74	USD 7,533.89
XS0360205479	USD 5,300,000.00	USD 500,864.23	USD 203,831.04	USD 220,693.50	USD 169,024.34	USD 113,809.64	USD 87,533.03	USD 24,455.87	USD 35,776.38	USD 63,151.50	USD 47,942.67	USD 30,673.68	USD 43,633.30	USD 16,793.50
XS0294695043	USD 2,350,000.00	USD 227,507.61	USD 92,586.19	USD 100,245.63	USD 76,775.94	USD 51,695.76	USD 39,760.14	USD 11,108.59	USD 16,250.71	USD 28,685.31	USD 21,777.00	USD 13,932.91	USD 19,819.56	USD 7,628.11